

Return Recorded Document to:

Corporation

NO CHANGE IN TAX STATEMENT

EASEMENT

Space above reserved for Washington County Recording

**FOR MOTOR VEHICLE DRIVEWAY ON
ADJOINING PARCEL COMMERCIAL USE**

THIS PERPETUAL EASEMENT, made and entered into on this _____, 20____
between _____ hereinafter called the first party, and
_____ hereinafter called the second party,

WITNESSETH

WHEREAS, the first party is the owner in fee simple of the following described property in the City of Tigard, County of Washington, State of Oregon, to wit:

And the second is the owner in fee simple of the following described real property in said City, County, and State, to wit:

and said two parcels of real estate adjoin each other;

WHEREAS, the parties desire to grant to each other an easement and right to use the described motor vehicle driveway now or to be constructed along and upon a portion of both of the parcels in conjunction with any lawful use.

NOW, THEREFORE, in consideration of each party's granting to the other an easement hereinafter described, and other valuable consideration each to the other in hand paid, the receipt of which is hereby acknowledged:

FIRST: First party conveys to second party a perpetual easement for motor vehicle driveway purposes to use in conjunction with any lawful use along and upon that portion of first party's property described as follows, to wit:

SECOND: Second party conveys to the first party a perpetual easement for motor vehicle purposes for use in conjunction with any lawful use along and upon that portion of second party's property described as follows, to wit:

THIRD: It is mutually agreed that each party may use in common with the other party, the whole of said motor vehicle driveway, including that portion thereof situated on the property of the other party for ingress and egress of motor vehicle, pedestrians, and uses incidental to any lawful use of the property.

FOURTH: This agreement should bind and inure to the benefit of, as the circumstance may require, not only the immediate parties hereto, but also to their respective heirs, executors, administrators, and successors in interest as well.

FIFTH: (Optional) The maintenance shall be a shared responsibility of the parties and each of the parties shall share the cost of maintaining the easement. The obligation to share maintenance costs shall begin when the driveway is completed.

SIXTH: (Optional) Each of the parties shall maintain liability insurance which, at a minimum, meet the standard in the industry for the particular types of uses for which the properties are used. The insurance policies shall name the owner of the adjoining parcel as an additional insured in connection with the use of the easement.

SEVENTH: In construing the foregoing agreement, the plural shall mean and include the singular whenever the context so requires.

IN WITNESS WHEREOF, I hereunto set my hand on this _____ day of _____, 20_____

Name of Corporation

Signature

Address

Title

Signature

Title

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on _____ (date) by _____
_____(name(s) of person(s)) as
_____(type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on
behalf of whom instrument was executed).

Notary's Signature

My Commission Expires: _____

IN WITNESS WHEREOF, I hereunto set my hand on this _____ day of _____, 20_____.

Name of Corporation/Partnership

Signature

Address

Title

Signature

Title

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on _____ (date) by _____
_____(name(s) of person(s)) as
_____(type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on
behalf of whom instrument was executed).

Notary's Signature

My Commission Expires: _____